## SECOND AMENDMENT TO PCS SITE AGREEMENT

This Sec	ond Amendme	ent to PCS Site Agreement ("Second Amendment") is made		
effective the	day of	2025, by and between the Town of Howey-In-The-Hills.		
Florida, a Florida municipal corporation ("Owner"), and SprintCom, Inc., a Kansas corporation				
("Tenant"). Owner and Tenant are collectively referred to herein as the "Parties."				

## **RECITALS**

WHEREAS, Tenant's and Owner's predecessors in interest entered into that certain PCS Site Agreement dated May 31, 2001, and as amended by the First Amendment to PCS Site Agreement dated July 26, 2006 (collectively the "Agreement"), pursuant to which Tenant is leasing space for a telecommunications facility at 316 W. Grant Street, Town of Howey-In-The-Hills, Lake County, Florida 34737 (as more fully described in the Agreement, the "Site"). Owner and Tenant now wish to further amend the Agreement as set forth below.

## **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. The foregoing Recitals are expressly made a part of this Second Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Agreement.
- 2. The term of the Agreement will expire on midnight May 30, 2026 (the "Current Term"), and Tenant shall have the right to extend this Agreement for five (5) additional five-year terms (each, a "Renewal Term"), respectively, on the same terms and conditions as set forth in the Agreement except as amended. The Agreement shall automatically renew for each Renewal Term unless Tenant notifies the Owner, in writing, of Tenant's intention not to renew the Agreement at least thirty (30) days prior to the expiration of the immediately preceding Renewal Term. If Tenant shall remain in possession of the Property at the expiration of this Agreement without a written Agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Agreement, as amended.
- 3. Tenant's address for notice purposes in section 6 of the Agreement is hereby updated with the following:

## TENANT:

T-Mobile USA, Inc. 12920 SE 38<sup>th</sup> Street Bellevue, WA 98006

Attn: Lease Compliance/Site No. A2E5019S

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Site No.: A2E5019S

- 4. Each person signing this Second Amendment on behalf of the Tenant or Owner represents that he or she is duly authorized to sign this Second Amendment and to bind the Party on behalf of which such person is signing. If there is a conflict between the Agreement and this Second Amendment, this Second Amendment shall prevail.
- 5. The Owner warrants and represents that the consent or approval of no third-party, including, without limitation, a lender, is required with respect to the Owner's execution of this Second Amendment, or if any such third party consent or approval is required, the Owner has obtained any and all such consents or approvals.
- 6. The Agreement remains in full force and effect as amended by this Second Amendment and is hereby ratified and confirmed by the Parties.
- 7. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Second Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their duly authorized representatives as of the date first written above.

Tenant:	Owner:
SprintCom, Inc., a Kansas corporation	Town of Howey-In-The-Hills, Florida a Florida municipal corporation
Name: Jess Louk Title: Director, Network Engineering & Ops Date: 5/9/25	By: Name: Title:
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